

LICENSE AGREEMENT FOR GLOBAL FOREST WATCH PRO

1. **Consideration.** World Resources Institute with a principal address of 10 G Street NE Suite 800 Washington, DC 20002 and Enterprise (the “Parties” collectively and “Party” individually) for good and valuable consideration enter this License Agreement for Global Forest Watch Pro on the Effective Date that shall be incorporated herein and shall govern the provision of the License, including any separate Order Form(s) entered by the Parties and shall continue until otherwise terminated in accordance with this Agreement Section 18.
2. **Applicability.** The Agreement applies to all uses by Enterprise of GFW Pro and expressly includes and incorporates the [Terms of Use](#) and [Privacy Policy](#) as each is then current at the time of use except to the extent the Agreement provides additional or alternative provisions. In addition to the definitions herein, capitalized terms not otherwise defined in the Agreement have the same definition of the Terms of Service.
3. **Definitions.** The following terms have the definitions in this Agreement:
 - 3.1. “Adaptation” has the same meaning as provided at Section 4.2.3.
 - 3.2. “Affiliate” means a company effectively controlled by the Enterprise that is entering the Agreement or a company controlled by the same legal entity as the Enterprise that is entering the Agreement.
 - 3.3. “Agreement” means License Agreement for Global Forest Watch Pro.
 - 3.4. “Authorized User” means a natural person, such as employees, contractors, and agents, that Enterprise has permitted to access the Platform to exercise the Enterprise’s License under the Agreement, including the Enterprise Administrator.
 - 3.5. “Documentation” means WRI’s guidance relating to GFW Pro provided by WRI to Enterprise, including its Authorized User, either electronically or in hard copy for use of and instruction for use of GFW Pro.
 - 3.6. “Effective Date” is the date that the Enterprise Account was established.
 - 3.7. “Enterprise” means the legal entity, including any of its Affiliates given Authorized User rights hereunder, that is identified when it registers an Enterprise Account for use of GFW Pro under the Agreement.
 - 3.8. “Enterprise Account” means the account that is created with account registration by the Enterprise wherein the Enterprise Administrator authorizes usage and establishes Authorized Users.
 - 3.9. “Enterprise Administrator” means the individual who is an Authorized User that acts on behalf of the Enterprise in administering the Authorized Users’ access and monitors and maintains usage records under the Agreement.
 - 3.10. “Fee Plan” means the pricing schedule set out by WRI, including, but not limited to, volume usage of or method of access to GFW Pro that may be executed for services through an Order Form that may include a paid fee or free service offerings.
 - 3.11. “GFW Pro” means collectively GFW Pro Content and Platform offered by WRI that is not intended for family, personal, or household uses typical of consumers.
 - 3.12. “GFW Pro Content” means map-based visualizations, geospatial analytics, calculated metrics and statistics, analyses, downloadable reports, exports of calculated values, and other outputs that generally identify intersection or proximity of commodity sourcing areas with applicable areas of conservation interest, variously quantifying deforestation or conversion of land cover, and associated emissions and risk factors in alignment with

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established protocols or jurisdiction-specific requirements, applying methods that are inclusive of Proprietary Data that are offered by WRI.

- 3.13. “GFW Pro Content-Standard Rights” means a license to GFW Pro Content specified in an Order Form offered under Section 4.2.1.
- 3.14. “GFW Pro Content-Sublicense Rights” means a license to GFW Pro Content specified in an Order Form that includes license rights under Section 4.2.2.
- 3.15. “License” means the same as defined in Section 4.
- 3.16. “Merchant of Record” is a company contracted by WRI to conduct certain administration that includes issuance of an Order Form or invoice or payment collection for which WRI has discretion to select and use.
- 3.17. “Order Form” is an order from Enterprise to WRI to deliver specified GFW Pro in terms set out, including, but not limited to, the volume of analyses, analyzed area extents, reports, Application Program Interface access rights, and other products that may include paid or free service offerings that are governed by this Agreement, and such Order Form may take the form of establishing or renewing any Enterprise Account for annual free use granted, an email from WRI or its Merchant of Record, any in account functionality permitting the order of services, or any other commercially reasonable means of establishing an order.
- 3.18. “Platform” means the services available on pro.globalforestwatch.org offered by WRI.
- 3.19. “Proprietary Data” means source data that is owned by WRI or third parties that are embedded as source materials into GFW Pro Content or Platform.
- 3.20. “Report” is each location-specific composition of GFW Pro Content output resulting from execution of an analysis that the Authorized User selects for a particularized purpose, at a specific location, produced on a specific date, and for which volume usage of GFW Pro services is calculated and such report may be identified with a published date of analysis and extraction or a digital signature affixed.
- 3.21. “Third Party Brand” is a type of Third Party Products that includes a third party’s name, trade names, logos, and service and trade marks.
- 3.22. “Third Party Products” means the proprietary products and intellectual property of third parties, including software, data, trade or service marks, methods, processes (including scientific or computations), or other copyright material or patents that are included within GFW Pro for the purposes of functionality or embedded within in some limited form in GFW Pro Content, including third party’s Proprietary Data, that are licensed for the purpose to WRI.
- 3.23. “Verified Party” means a party that has entered this License Agreement and WRI has authorized to receive a reproduction of a Report from the Enterprise subject to Section 4.2.1.
- 3.24. “WRI” means World Resources Institute, a Delaware nonprofit corporation.
- 3.25. “WRI Brand” means the same as defined in Section 4.2.5.
- 4. **Intellectual Property; Licenses; Restrictions.**
 - 4.1. **GFW Pro Ownership.** Enterprise acknowledges that, as between Enterprise and WRI, WRI owns all right, title, and interest, including all intellectual property rights, in and to the GFW Pro and, with respect to Third Party Products, the applicable third-party

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providers own all right, title, and interest, including all intellectual property rights, in and to the Third Party Products. WRI's intellectual property rights, including under all laws of copyright, trade and service marks, and patents, in GFW Pro and Documentation, include, but are not limited to, the website and its entire contents, features, and functionality (including, but not limited to, all information, data, methods, scientific and computational processes, machine code, software, analytical formulas, reports, text, images, photography, illustrations, graphics, data, articles, video, and audio, and design, selection, and arrangement thereof) and the name and marks of World Resources Institute, that are displayed or performed or available on or through the Platform Services. WRI owns the aggregated statistics, meaning data and information related to use of GFW Pro by any person in an aggregate and anonymized manner, including to compile statistical performance information, including any feedback from Authorized Users or Enterprise, related to the provision and operation of GFW Pro.

4.2. License to GFW Pro. "License" has the same meaning as provided in this Section 4.2 subject to all restrictions set out in the Agreement, including requirements of Attribution as provided in Section 4.5. Such License shall be a world-wide, non-exclusive, non-transferable right to use GFW Pro Content with access through the Platform by the Enterprise only through its Authorized Users (including its Affiliates) in accordance with the terms and conditions herein. In each case of a License, the Order Form shall set out the specific GFW Pro Content licensed and the License type as provided in this Section 4.2 shall be GFW Pro Content-Standard Rights as provided in Section 4.2.1 unless the Order Form expressly provides a License for GFW Pro Content-Sublicense Rights as provided in Section 4.2.2 or other rights have been expressly provided in a separate contract or amendment executed in accordance with Section 19.5.

4.2.1. GFW Pro Content-Standard Rights. Subject to the terms and conditions of this Agreement, WRI hereby grants a Standard Rights License to Enterprise under this Section 4.2.1 to use GFW Pro Content identified under an Order Form only as provided herein. If the Enterprise is designated by separate contract with WRI to be a Verified Party, the license covering each Report received is subject to this Section 4.2.1.

4.2.1.1. The Standard Rights License of the GFW Pro Content set out in Section 4.2.1.1 is for reproduction of each Report for the purpose of (i) the Enterprise's internal business use; (ii) reporting to government authorities on compliance with regulatory requirements and to governing nonprofit organizations on compliance with voluntary environmental and supply chain commitments; and (iii) providing to a Verified Party. The Standard Rights License includes a right to excerpt certain GFW Pro Content from a Report for the same purposes. Such excerpts shall not include any WRI Brand or Third Party Brand except to the extent all requirements of Attribution in Section 4.5 are required. In no case shall the Enterprise extract BirdLife International Third Party Proprietary Content in a systematic manner. The rights in this Section 4.2.1.1 exclude, in all cases, the right of publication, other distribution, or any use for commercial or resale purposes.

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- 4.2.1.2. The Standard Rights License of the GFW Pro Content set out in Section 4.2.1 is also for Adaptation Rights on the conditions provided in Section 4.2.3.
- 4.2.2. **GFW Pro Content-Sublicense Rights.** Subject to the terms and conditions of this Agreement, WRI hereby grants a Sublicense Rights License to Enterprise under this Section 4.2.2 to sublicense the GFW Pro Content only when such License is granted on an Order Form for specified GFW Pro Content and as provided herein.
- 4.2.2.1. The Enterprise has the right to sublicense a reproduction of a GFW Pro Content Report purchased under an Order Form. Such reproduction shall be solely for specified GFW Pro Content in a manner that the Report is unchanged in form and content, including any affixed WRI Brand as defined in Section 4.2.5 and the published date of analysis and extraction shown on the Report or any digital signature affixed to the GFW Pro Content. Where the GFW Pro Content-Sublicense Rights License is indicated on any Order Form, a right of distribution and resale is granted wherein each reproduction may be resold by Enterprise to its purchasers (“Enterprise Customers”) conditioned on a sublicense as required herein. WRI retains a right of report of such reproduction and distribution at intervals determined by WRI but no more frequently than quarterly.
- 4.2.2.2. The Enterprise further may sublicense to Enterprise Customers provided under this Section 4.2.2.2. a right of reproduction and resale of the same Report(s) Enterprise produced from GFW Pro Content under Section 4.2.2.1 on the condition that the reproduction by the Enterprise Customer is in a manner that the Report is unchanged in form and content, including any affixed WRI Brand as defined in Section 4.2.5 and the published date of analysis and extraction shown on the Report or any digital signature affixed to the GFW Pro Content. The Enterprise sublicense to Enterprise Customers may also include a Standard Rights License as provided in Section 4.2.1.
- 4.2.2.3. The Enterprise has a right of Adaptation as provided in Section 4.2.3, and the Enterprise may sublicense that right to its Enterprise Customers.
- 4.2.2.4. Enterprise is required to enter a sublicense agreement with Enterprise Customers that shall be no less protective of WRI and owners of Third Party Products than this Agreement, including, but not limited to, rights of Intellectual Property and associated audits and termination; prohibitions; disclaimers; and limitations of liability.
- 4.2.3. **Adaptation Rights.** Subject to the terms and conditions of this Agreement, WRI hereby grants an Adaptation Rights License to Enterprise under this Section 4.2.3 to use GFW Pro Content only as provided herein. “Adaptation” for the purposes of this Section 4.2 is a derivative work created by the Enterprise (or Enterprise Customer as provided in Section 4.2.2.3) and owned by the creator under a license hereunder. Such Adaptation shall not be merely re-sizing, cropping, excerpting, rounding, summarizing, rearranging, translating, or transforming into a different media the GFW Pro Content. Adaptation must be materially different work that includes substantially different analytic methodology or inclusion of data originating with or

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licensed by Enterprise from other sources. The Adaptation under this Section 4.2 shall not be affixed with WRI Brand or the brand of any other third-party owner of Proprietary Data; except that, the Enterprise (or Enterprise Customer) shall continue to be required to comply with Attribution in Section 4.5. The Adaptation shall not contain any Third Party Brand or identifiable Proprietary Data of BirdLife International.

4.2.4. **General License.** WRI grants a general License to the Enterprise for Documentation and Platform access for the sole purpose of executing services under this Agreement for access to GFW Pro Content.

4.2.5. **WRI Brand.** The Enterprise shall use the brands owned by WRI, such as any identifying “Global Forest Watch Pro,” including the name, trade name, or trade or service marks (“WRI Brand”), that are affixed to GFW Pro Content without alteration to the GFW Pro Content or Brand in each case. No other right in WRI Brand is granted under this Section 4. In the case of Adaptation, no WRI Brand shall be used by the Enterprise, except that this restriction under Section 4.2.5 does not modify the requirement of Attribution under Section 4.5 for Adaptation.

4.2.6. **Purpose.** The License under this Section 4.2 is for the Purpose set out in the Terms of Service. It does not indicate an endorsement by WRI of the Enterprise, its use of GFW Pro Content, or the Enterprise Customers, and no actions by the Enterprise or Enterprise Customers shall imply such an endorsement.

4.2.7. **License Modifications.** Any modifications to the license herein shall only be executed by an amendment as set out in Section 19.5.

4.3. **Reservation of Rights.** WRI reserves all rights not expressly granted to Enterprise in this Agreement, including, but not limited to, its intellectual property rights in its name, trade names, logos, service and trade marks and a right of license revocation to GFW Pro Content to Enterprise or Enterprise Customers.

4.4. **Third Party Rights.** Respectfully, third parties reserve all rights in Third Party Products that are not expressly granted to Enterprise, including Proprietary Data and Third Party Brand. The Enterprise and Enterprise Customers are prohibited in an Adaptation from including the Third Party Brand any identifiable Proprietary Data of BirdLife International except as permitted under the license for GFW Pro-Internal Rights in Section 4.2.1.

4.5. **Attribution.** In each use of the GFW Pro Content by the Enterprise under Section 4.2, the Enterprise shall attribute ownership and data source citations with the date of the extraction from GFW Pro and in compliance with the Attribution Requirements, including any copyright notice, at [Dataset Library & Attribution](#) within GFW Pro and by use of any tooltip graphical user interface that identifies the source of data.

4.6. **Restrictions.**

4.6.1. **WRI Intellectual Property.** Enterprise shall not use the GFW Pro for any purpose beyond the License granted in this Agreement. Except where expressly permitted in this Agreement, including grants of rights in an Order Form, Enterprise shall not at any time directly or indirectly, permit any Authorized User to: (i) copy, modify, or create derivatives works, rent, lease, lend, sell, license, sublicense,

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assign, distribute, publish, transfer, extract, create databases, exploit, store, or otherwise make available the GFW Pro, including without limitation GFW Pro Content, Platform, Documentation, WRI Brand, Proprietary Data, or Third Party Products, in whole or in part; (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of GFW Pro, in whole or in part; (iii) remove any Third Party Products from the GFW Pro or Documentation; (iv) remove any proprietary notices from GFW Pro or Documentation, including third party attribution of source data; (v) use the GFW Pro or Documentation in any manner or any purpose that is contrary to any law or regulatory directive, guidance, or request, infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, that violates any applicable law.

4.6.2. Third Party Intellectual Property. This license is restricted, and all rights in Proprietary Data and Third Party Products (“Third Party IP”) are reserved to the owners. The Enterprise, its Affiliates, and its Authorized Users have no right to use Third Party IP outside the presentation within WRI Product, including, but not limited to, no right to extract or download Third Party IP. Any additional license to Third Party IP by Enterprise shall only be as permitted in a license with associated terms and conditions between the Enterprise and such third party.

4.6.3. BirdLife International Confidential Data. Any BirdLife International Proprietary Data is considered confidential except to the extent permitted for uses under the License hereunder.

4.7.Feedback. If Enterprise, its Authorized Users, Affiliates, or Enterprise Customers sends or transmits any communications or materials to WRI by mail, email, telephone, or otherwise, suggesting or recommending changes to the GFW Pro, including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), WRI is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Enterprise hereby assigns to WRI on behalf of Enterprise, Authorized Users, Affiliates, and Enterprise Customers and on behalf of the employees, contractors and/or agents of each, all right, title, and interest in, and WRI is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although WRI is not required to use any Feedback.

4.8.Rights of Enforcement. Except for the limited rights expressly granted in the License under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Enterprise or any third party any intellectual property rights or other right, title, or interest in or to the GFW Pro. Likewise, certain third parties, including BirdLife International, are third party beneficiaries of protection of its intellectual property rights and such rights of enforcement afforded in law. WRI on behalf of itself or owners of Third Party Products or Proprietary Data may exercise any right in law or equity to protect intellectual property rights in alleged violations in breach of the License, including without limitation any sublicense to an Enterprise Customer.

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Nothing herein limits the rights of third party owners of rights in law for alleged violations in breach of the License that may be brought in a court of jurisdiction.

5. Platform Services.

- 5.1.**General.** The Platform offers the Enterprise access to GFW Pro Content. Through the Platform, the Enterprise's Authorized Users can access the latest data, technology, and tools that empower people everywhere to better protect forests and other natural ecosystems for advancing the WRI Mission. Services are provided through the Platform for application- and integration-based (e.g., via Application Programming Interface) access to GFW Pro Content. The Platform is a US-based service available to users at least 18 years of age.
- 5.2.**Authorized Users.** The Enterprise is responsible and liable for all uses of its Authorized Users of the Platform, resulting from access permitted or in violation of this Agreement. The Enterprise shall designate at least one Enterprise Administrator that shall identify and register Authorized Users of the Enterprise, including Affiliates. The Enterprise is responsible for monitoring usage volume consistent with the current Order Form(s) and is liable for any uses not authorized under an Order Form.
- 5.3.**Support.** WRI can be reached at GFWPROsupport@wri.org for technical support and GFWPROsales@wri.org for sales and invoicing.

6. Orders and Fees.

- 6.1.**Fee Plan.** The Fee Plan for GFW Pro services is maintained at [Global Forest Watch Pro Price Sheet](#) or as may otherwise be provided by WRI to the Enterprise. Fees are set at the discretion of WRI and offer a minimal quantity of access without additional fees and such free access is subject to the terms and conditions of the Agreement. Fees may be based on annual subscription, pay-as-you-go on past use basis, package pre-payment basis, or other fee models set at the discretion of WRI. A free quantity of the GFW Pro Content, that may include a discrete number of Reports, may be offered at the discretion of WRI for which the Enterprise will be notified when free content is expended, expired, or terminated, to be determined at the sole discretion of WRI.
- 6.2.**Order Form.** If an Enterprise seeks to use GFW Pro, an Order Form will be issued by WRI or the Merchant of Record that shall set out permissible usage of GFW Pro Content and any fee. Signature of Order Form by any legal means, use of the services under the Order Form, or payment of the Order Form by Enterprise executes the Order Form that is governed by this Agreement. By executing an Order Form, the Enterprise agrees to pay all fees in accordance with the applicable payment terms, and Enterprise authorizes WRI or its Merchant of Record, through the payment process, to charge the fee by Enterprise's chosen payment method. Refund of any fee paid is only granted on the condition that Enterprise cancels within five (5) days of the issuance of the Order Form and no services under the Order Form have been used by Enterprise. Enterprise is also subject to any terms of the Merchant of Record.
- 6.3.**Affiliate Use.** WRI retains the right to consolidate usage of GFW Pro among Enterprise, its Authorized Users, and Affiliates at any time for pricing fees, collecting fees, or for aggregating use volume in accordance with the Fee Plan.

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- 6.4. Invoices and Payment Terms.** An invoice under this Agreement will be issued as an Order Form for fixed price services and subscription or as an invoice for past use basis on a pay-as-you-go basis. The Enterprise shall pay any invoice within thirty (30) days. An invoice will be issued by the Merchant of Record or WRI. The Enterprise is subject to the terms and conditions of any third-party payment processor that may be used by WRI or its Merchant of Record. WRI is not responsible for any error by, or other acts or omissions, of the third-party payment processor. Nothing in this provision waives WRI's right to seek payment directly from Enterprise using a different payment method than the Enterprise's selected payment method. Any fee may be payable in advance, in arrears, per usage, or as otherwise described in an Order Form. Any payment method provided for subscription-based GFW Pro Content may be used for automatic renewal as provided herein.
- 6.5. Auto Renewal.** Some GFW Pro Content offered may consist of an initial period, for which there is a one-time charge or limited free use, followed by recurring period fees as agreed to by Enterprise. By choosing a recurring payment plan for a subscription, Enterprise acknowledges that GFW Pro have an initial and recurring payment feature and Enterprise accepts responsibility for all recurring charges prior to cancellation. WRI may submit period charges (e.g., annually) without further authorization from the Enterprise, until the Enterprise provides prior written notice as provided herein that Enterprise has terminated the GFW Pro Content on a subscription-basis or that Enterprise is changing its payment method. The notice will not affect invoices submitted before WRI reasonably could act to either terminate authorization or change the payment method. To make such changes the Enterprise can contact GFWProSales@WRI.org or, if available, use the functionality of the Enterprise Account. Enterprise must provide current and accurate information for maintaining the billing against an executed Order Form and promptly update all information with WRI or its Merchant of Record. Any fees due on an Order Form are unchanged by declined payments and the GFW Pro fees and any declined payment costs may be processed under a payment method of the Enterprise or payment demanded of Enterprise by other means. If the amount to be charged to Enterprise Account varies from the amount preauthorized (other than due to the imposition or change in the amount of taxes), Enterprise has the right to receive, and WRI or its Merchant of Record shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement Enterprise has with other parties for payment method will govern the Enterprise's responsibility only to its own credit card or other payment method provider without obligation or liability to WRI. Unless Enterprise opts out of auto-renewal for subscription-based GFW Pro Content, services will be automatically extended for successive renewal period of 12 months, at the then-current non-promotional rate. The Enterprise can change or terminate the Enterprise's subscription-based GFW Pro Content at any time or at its option by contacting GFWProSales@wri.org or through its Enterprise Account, subject to account functionality. If Enterprise terminates subscription-based GFW Pro Content, it may use the subscription until the end of the then-current term, and the subscription will not be renewed after the then-current term

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expires. However, Enterprise will not be eligible for any prorated refund of any portion of the subscription fee paid for the then-current subscription period. If the Enterprise does not want to continue to be charged on a recurring annual basis, Enterprise must cancel the applicable for-fee GFW Pro Content by notifying GFWProSales@WRI.org or through the Enterprise Account, subject to account functionality, at least sixty (60) days before the end of the then recurring term. Subscription-based GFW Pro Content will not be terminated by WRI before the end of the period for which the Enterprise has already paid, and except as expressly provided in this Agreement, WRI will not refund any fees already paid. Enterprise's non-termination or continued use of a subscription-based GFW Pro Content reaffirms that WRI or its Merchant of Record is authorized to charge any payment method that Enterprise has provided for subscription-based GFW Pro Content or for past usage as provided in any Order Form. Any GFW Pro offered for a period of time or on a volume basis for free, including initial free usage for some GFW Pro Content, that provides access to otherwise for-fee GFW Pro Content must be used within any specified time to remain free. Enterprise will be charged a fee once any free services have expired in time or volume. If Enterprise claims to have been inadvertently charged a fee, contact GFWProsales@wri.org.

6.6.Taxes. Where required by law, taxes will be collected. In all other cases, the Enterprise is responsible for paying applicable sales and use tax.

7. **Transparency and Non-Endorsement.** WRI has the right to identify the Enterprise as a user for the purposes of public transparency. Any use of the Enterprise's trade or service marks by WRI requires written permission of the Enterprise. Except as provided in Section 4.2 for a Report or for Attribution, any use of WRI Brand by Enterprise requires written permission by WRI. This Agreement is not an agreement to an endorsement, and neither Party shall take express or implicit acts of endorsement of the other Party.
8. **Platform Security.** Enterprise, including its Affiliates and Authorized Users, shall follow all protocols for protecting the security of the Platform. Authorized Users shall be required to use multi-factor authentication. Authorized Users not using the Enterprise's domain email may be required to obtain confirmation at login by the Enterprise Administrator. Enterprise must notify WRI immediately of any unauthorized access to or use of Enterprise Account, the GFW Pro Content or Platform or other security threats or breaches for which Enterprise becomes aware. Security breach notices must be sent to DPC@wri.org.
9. **Prohibited Uses.** The Enterprise shall not use or interact with GFW Pro, in a manner that:
 - (a) infringes or violates the intellectual property rights or any other rights of anyone else (including WRI);
 - (b) violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by WRI;
 - (c) is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
 - (d) jeopardizes the security of WRI systems, property, or any Authorized User's account (such as allowing someone else to log in to the Services as you);
 - (e) attempts, in any manner, to obtain the password, account, or other security information from any other user;

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- (f) violates the security of any computer network, or cracks any passwords or security encryption codes;
- (g) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- (h) runs Maillist, Listserv, any form of auto-responder or “spam” on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure);
- (i) “crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (j) copies or stores GFW Pro Content in violation of the Terms;
- (k) use the GFW Pro website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use;
- (l) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to GFW Pro; or
- (m) materially breach the Terms.

WRI has the right at its sole discretion to terminate, suspend, or limit GFW Pro, including any account, for any actual, alleged, or threatened violation of any of the foregoing. WRI reserves the right to notify authorities or conduct investigations at its own discretion of violations.

10. **User Submissions.** The submissions by the Enterprise and its Authorized Users includes information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of the Enterprise through GFW Pro. WRI acknowledges that Enterprise owns all rights, title, and interest, including all intellectual property rights in such submissions. Enterprise hereby grants to WRI a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the submissions for the sole purpose of performing all acts with respect as may be necessary for WRI to provide GFW Pro services to Enterprise.
11. **Confidentiality.** From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, that is marked, designated, or otherwise identified as "confidential" in a conspicuous manner (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i)

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in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

12. **Export Regulations.** Enterprise shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the GFW Pro Content outside the US.
13. **Audit Rights.** Enterprise agrees to maintain complete and accurate records in accordance with generally accepted accounting principles and commercially reasonable means for tracking GFW Pro, including GFW Pro Content, usage during the Term and for a period of five (5) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder based on usage, including any license for GFW Pro Content-Sublicense Rights. WRI may, at its own expense, on reasonable prior notice, periodically inspect and audit Enterprise's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Enterprise has underpaid WRI with respect to any amounts due and payable during the Term, Enterprise shall promptly pay the amounts necessary to rectify such underpayment, together with an interest rate of 10%. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of five (5) years after the termination or expiration of this Agreement. Enterprise shall pay for the costs of the audit if the audit findings demonstrate that Enterprise's violation of the Agreement was a result of gross negligence or willful misconduct. Any audit may be shared with third party owners of Proprietary Data that may exercise their rights in law and equity, including but not limited to rights as a third party beneficiary under this Agreement. A right of audit shall survive for three (3) years following termination.
14. **Disclaimer.** GFW PRO IS PROVIDED "AS IS" AND WRI HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WRI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WRI MAKES NO WARRANTY OF ANY KIND THAT

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GFW PRO, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET THE REQUIREMENTS OF THE ENTERPRISE, AUTHORIZED USERS, AFFILIATES, ANY GOVERNMENT REGULATION, OR ANY THIRD PARTY, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

15. Limitation of Liability and Exclusions. IN NO EVENT WILL WRI BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (e) COST OF REPLACEMENT GOODS OR SERVICES OR (f) NONCOMPLIANCE WITH ANY REGULATORY OR ACCREDITATION REQUIREMENTS, IN EACH CASE REGARDLESS OF WHETHER WRI WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL WRI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO WRI UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

16. Warranty and Representation. The Enterprise warrants and represents that the Enterprise, its Affiliates, and its Authorized Users shall use GFW Pro in accordance with this Agreement.

17. Indemnification.

17.1. WRI Indemnification. WRI shall indemnify, defend, and hold harmless Enterprise from Losses incurred by Enterprise resulting from Third-Party Claim that any use of the services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Enterprise promptly notifies WRI in writing as provided under Notice in Section 19.2 of such Third-Party Claim, cooperates with WRI, and allows WRI sole authority to control the defense and settlement of such Third-Party Claim, provided that WRI may not settle any Third-Party Claim against Enterprise unless Enterprise consents to such settlement. If Third-Party Claim is made or appears possible, Enterprise agrees to permit WRI, at WRI's discretion, to (A) modify or replace the services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Enterprise to continue use. If WRI determines that neither alternative is reasonably available, WRI may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to

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Enterprise. This Section will not apply to the extent that the alleged infringement arises from: (A) use of the GFW Pro services in combination with data, software, hardware, equipment, or technology not provided by WRI or authorized by WRI in writing; (B) modifications to the GFW Pro services not made by WRI; or (C) Enterprise's material breach of this Agreement.

17.2. Enterprise Indemnification. Enterprise shall indemnify, hold harmless, and, at WRI's option, defend WRI from and against any Losses resulting from any Third-Party Claim that is based on Enterprise's, its Affiliate's or any Authorized User's, or Enterprise Customer's (i) negligence or willful misconduct; (ii) use of GFW Pro in a manner not authorized by this Agreement; (iii) use of GFW Pro in combination with data, software, hardware, equipment, or technology not provided by WRI or authorized by WRI in writing; or (iv) modifications to GFW Pro, including any GFW Pro Content, not made by WRI, provided that Enterprise may not settle any Third-Party Claim against WRI unless WRI consents to such settlement, and further provided that WRI will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

17.3. Sole Remedy. THIS SECTION 17 SETS FORTH ENTERPRISE'S SOLE REMEDIES AND WRI'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE GFW PRO INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL WRI'S LIABILITY UNDER THIS SECTION 17 EXCEED \$100,000.

18. Term; Termination; and Suspension.

18.1. Term. The term of this Agreement begins on the Effective Date and shall continue until termination.

18.2. Termination.

18.2.1. WRI may terminate this Agreement, any Order Form, or the License to any specific GFW Pro Content under this Agreement, effective on written notice to the Enterprise, without cause. In such case, WRI will refund pro-rata any advance payments and Enterprise will make payment of any pay-as-you-go outstanding amounts.

18.2.2. Enterprise may terminate this Agreement or any Order Form, effective on written notice to WRI. In such case, no payment shall be refunded and all amounts due and owing shall be immediately paid.

18.2.3. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured for ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach.

18.2.4. WRI may terminate for other reasons set out in Section 18.3.

18.3. Suspension. Notwithstanding anything to the contrary in this Agreement, WRI may temporarily suspend or terminate Enterprise's, its Affiliate's and any Authorized User's access to any portion or all of GFW Pro if: (i) WRI reasonably determines that (A) there

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is a threat or attack on GFW Pro; (B) use of the GFW Pro disrupts or poses a security risk to the GFW Pro or to any third party; (C) use of the GFW Pro is for fraudulent or illegal activities; (D) WRI's provision of GFW Pro becomes prohibited by applicable law; or (E) any Third Party Products or Proprietary Data have become compromised or are at risk or no longer available; or (ii) payment by Enterprise is not received by the due date on any Order Form. WRI will provide written notice of any suspension or termination to Enterprise for any of the foregoing reasons, and, where applicable, will provide updates regarding resumption of access to GFW Pro.

19. Miscellaneous.

19.1. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding, including claims in equity or law, arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in federal courts of the United States or the Delaware Court of Chancery in each case located in Wilmington, Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives a right to a jury trial.

19.2. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth herein (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery or nationally recognized overnight courier (with all fees pre-paid and confirmation of delivery), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section. In the case of WRI, notice shall be sent to: World Resources Institute, Attn: Legal Department, c/o Corporation Service Company 1090 Vermont Avenue, NW Washington, DC 20005 (or any then listed Registered Agent in the District of Columbia) and to the attention of Legal@WRI.org. In the case of Enterprise, notice shall be sent to the address provided in the Enterprise Account to the attention of "Legal."

19.3. Assignment. Neither Party is permitted to assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

19.4. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or

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provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19.5. Amendments and Modifications; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19.6. Translations. In cases of discrepancies between the English language text version of this License Agreement and any translation, the English language version shall prevail.

19.7. Survival. This Section 19 and Sections 2, 3, 4, 7, 11, 13, 14, 15, 16, 17, and 18 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

19.8. Entirety. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

World Resource Institute offers, and the Enterprise accepts this License Agreement for the Global Forest Watch Pro, which may be accepted by execution electronically, and therefore, it shall be valid and binding on the Parties.